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2001-07-27 12:04:00
Cook County Recorder 29.00



UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

General Electric Capital Business
Asset Funding Corporation
10900 NE Fourth St., Suite 500
Bellevue, Washington 98004
Attn: Franchise Finance Dept.

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME
Evanston Hotel Associates, LLC

OR 1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
3348 Peachtree Road, NE, Suite 1000 Atlanta GA 30326 USA

1d. TAX ID #: SSN OR EIN ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION 1g. ORGANIZATIONAL ID #, if any
58-2531254 limited liability company Delaware 0039747-4 NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR 2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

2d. TAX ID #: SSN OR EIN ADD'L INFO RE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID #, if any
 NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME
General Electric Capital Business Asset Funding Corporation

OR 3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
10900 NE Fourth Street, Suite 500 Bellevue WA 98004 USA

4. This FINANCING STATEMENT covers the following collateral:

All of Debtor's right, title, and interest in and to the fixtures located on or in and the personal property relating to the improved real property located in Evanston, Cook County, Illinois, and more particularly described in Exhibit A, as such collateral is more particularly described in Exhibit B, and all proceeds thereof.

BOX 338-CTI

5. ALTERNATIVE DESIGNATION (if applicable): LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG. LIEN NON-UCC FILING

6. This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (ADDITIONAL FEE) [optional]. All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA

7920702 LMT 01

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UNOFFICIAL COPY**EXHIBIT A**

(A)

PARCEL 1:

LOT 5 IN CHURCH MAPLE RESUBDIVISION, BEING A RESUBDIVISION OF PART OF DEMPSTER'S SUBDIVISION OF BLOCK 66 OF THE VILLAGE OF EVANSTON, COOK COUNTY, ILLINOIS; PART OF THE CHICAGO AND NORTHWESTERN RAILROAD RIGHT OF WAY (FORMERLY CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD RIGHT OF WAY); PART OF BLOCK 18 IN THE VILLAGE OF EVANSTON; ALL OF BLOCKS 2 AND 3 IN CIRCUIT COURT SUBDIVISION IN PARTITION OF LOT 22 IN THE COUNTY CLERK'S DIVISION OF UNSUBDIVIDED LANDS; AND PART OF VACATED CLARK STREET AND EAST RAILROAD AVENUE; BEING IN THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF EVANSTON, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 2, 1999 AS DOCUMENT 99528041, ALL IN COOK COUNTY, ILLINOIS.

(B):

PARCEL 2:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY EASEMENT AGREEMENT DATED JUNE 5, 2000 AND RECORDED JUNE 13, 2000 AS DOCUMENT 00432325 FROM THE CITY OF EVANSTON, ILLINOIS TO EVANSTON HOTEL ASSOCIATES, LLC, A DELAWARE LIMITED LIABILITY COMPANY FOR THE FOLLOWING DESCRIBED EASEMENTS MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:

(I) AND EASEMENT FOR PEDESTRIAN ACCESS, INGRESS AND EGRESS OVER AND ACROSS A PORTION OF THE CITY PROPERTY DESCRIBED IN EXHIBIT "A" ATTACHED TO SAID INSTRUMENT ("THE PEDESTRIAN EASEMENT AREA"), (II) AN EASEMENT FOR PEDESTRIAN AND VEHICULAR ACCESS, INGRESS AND EGRESS OVER AND ACROSS A PORTION OF THE CITY PROPERTY DESCRIBED ON EXHIBIT "B" ATTACHED TO SAID INSTRUMENT ("THE ACCESS EASEMENT AREA"), (III) AN EASEMENT FOR PEDESTRIAN AND VEHICULAR ACCESS, INGRESS AND EGRESS OVER AND ACROSS A PORTION OF THE CITY PROPERTY DESCRIBED ON EXHIBIT "C" ATTACHED TO SAID INSTRUMENT ("THE DROP-OFF LANE EASEMENT AREA"), (IV) AN EASEMENT FOR THE CONSTRUCTION, MAINTENANCE AND REPAIR OF A PORTE COCHERE OVERHANG OVER AND ABOVE A PORTION OF THE CITY PROPERTY DESCRIBED ON EXHIBIT "D" ATTACHED TO SAID INSTRUMENT ("THE PORTE COCHERE EASEMENT AREA") OVER THE PORTIONS OF LAND DESCRIBED IN SAID INSTRUMENT.

PARCEL 3:

A TEMPORARY NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY EASEMENT AGREEMENT DATED JUNE 5, 2000 AND RECORDED JUNE 13, 2000 AS DOCUMENT 00432325 FROM THE CITY OF EVANSTON, ILLINOIS TO EVANSTON HOTEL ASSOCIATES, LLC, A DELAWARE LIMITED LIABILITY COMPANY FOR A TEMPORARY EASEMENT FOR THE USE OF THE PORTION OF THE CITY PROPERTY DESCRIBED ON EXHIBIT "E" ATTACHED TO SAID INSTRUMENT AS A CONSTRUCTION STAGING AREA ("THE CONSTRUCTION STAGING EASEMENT AREA") OVER THE PORTIONS OF LAND DESCRIBED IN SAID INSTRUMENT AND MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

(C)

THE LEASEHOLD ESTATE (SAID LEASEHOLD ESTATE BEING DEFINED AS THE RIGHT OF POSSESSION FOR THE TERM OR TERMS DESCRIBED HEREIN SUBJECT TO ANY PROVISIONS CONTAINED IN THE LEASE WHICH LIMIT

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THE RIGHT OF POSSESSION IS TO PARCEL 4 OF THE LAND DESCRIBED BELOW CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE LEASE, EXECUTED BY: THE CITY OF EVANSTON, AS LESSOR, AND AHC EVANSTON LLC, A LIMITED LIABILITY COMPANY, AS LESSEE, DATED JANUARY 26, 2000, A MEMORANDUM OF WHICH LEASE WAS RECORDED JUNE 13, 2000 AS DOCUMENT 00432327, WHICH LEASE DEMISES THE FOLLOWING PORTIONS OF THE LAND: THE NUMBER OF UNASSIGNED AND UNRESERVED AUTOMOBILE PARKING SPACES REQUIRED TO COMPLY WITH THE CITY OF EVANSTON'S ZONING ORDINANCE, AS THAT ORDINANCE MAY BE MODIFIED FROM TIME TO TIME AND AS FURTHER DEFINED IN SAID LEASE TOGETHER WITH THE RIGHT TO USE IN COMMON {A} THE COMMON LOBBIES, CORRIDORS, STAIRWAYS, STAIRWELLS, ESCALATORS AND ELEVATORS OF THE GARAGE IN COMMON WITH OTHERS AND {B} COMMON WALKWAYS, PARKING AREAS AND DRIVEWAYS NECESSARY FOR COMMON INGRESS AND EGRESSES TO THE GARAGE FOR A TERM OF YEARS BEGINNING ON THE DAY THE HOTEL OPENS FOR BUSINESS AND ENDING ON THE FORTIETH (40TH) ANNIVERSARY OF THE COMMENCEMENT DATE. NOTE: THE LEASE DESCRIBED HEREIN CONTAINS ONE OPTION TO RENEW THE LEASE FOR AN ADDITIONAL 59 YEARS.

ASSIGNMENT OF SAID LEASE FROM AHC EVANSTON LLC, A DELAWARE LIMITED LIABILITY COMPANY TO EVANSTON HOTEL ASSOCIATES, LLC, A DELAWARE LIMITED LIABILITY COMPANY AS EVIDENCED BY THE MEMORANDUM OF LEASE RECORDED JUNE 13, 2000 AS DOCUMENT 00432327.

PARCEL 4:
(MAPLE AVENUE GARAGE)

LOT 4 IN CHURCH MAPLE RESUBDIVISION BEING A RESUBDIVISION OF PART OF DEMPSTER'S SUBDIVISION OF BLOCK 66 OF THE VILLAGE OF EVANSTON, COOK COUNTY, ILLINOIS; PART OF THE CHICAGO AND NORTHWESTERN RAILROAD RIGHT OF WAY (FORMERLY CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD RIGHT OF WAY); PART OF BLOCK 18 IN THE VILLAGE OF EVANSTON; ALL OF BLOCKS 2 AND 3 IN CIRCUIT COURT SUBDIVISION IN PARTITION OF LOT 22 IN THE COUNTY CLERK'S DIVISION OF UNSUBDIVIDED LANDS; AND PART OF VACATED CLARK STREET AND EAST RAILROAD AVENUE; BEING IN THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF EVANSTON, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 2, 1999 AS DOCUMENT 99528041, ALL IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS : 1818 MAPLE AVENUE, EVANSTON, ILLINOIS

PERMANENT INDEX NUMBERS:
11-18-117-004-0000
11-18-117-005-0000

UNOFFICIAL COPY**EXHIBIT B**

(1818 Maple Avenue, Evanston, Cook County, Illinois)

Secured Party: GENERAL ELECTRIC CAPITAL BUSINESS ASSET FUNDING CORPORATION

Debtor: EVANSTON HOTEL ASSOCIATES, LLC, a Delaware limited liability company

Loan No.: 0005532-001

The collateral includes all of the right, title and interest of Debtor in, to and under:

1. All buildings, structures, improvements, parking areas, landscaping, equipment, fixtures and articles of property now or hereafter attached to, or used or adapted for use in the operation of the real estate (herein the "Premises") described in Exhibit "A" attached to the financing statement or security agreement with respect to which this Exhibit "B" is attached, including but without being limited to, all heating, air conditioning, and incinerating apparatus and equipment; all boilers, engines, motors, dynamos, generating equipment, piping and plumbing fixtures, water heaters, ranges, cooking apparatus and mechanical kitchen equipment, refrigerators, freezers, cooling, ventilating, sprinkling and vacuum cleaning systems, fire extinguishing apparatus, gas and electric fixtures, carpeting, floor coverings, underpadding, elevators, escalators, partitions, mantels, built-in mirrors, window shades, blinds, draperies, screens, storm sash, awnings, signs, furnishings of public spaces, halls and lobbies, and shrubbery and plants, and including also all interest of any owner of the Premises in any of such items hereafter at any time acquired under conditional sale contract, chattel mortgage or other title retaining or security instrument, all of which property mentioned in this paragraph 1 shall be referred to as the "Improvements" and shall be deemed part of the realty and not severable wholly or in part without material injury to the freehold of the Premises.

2. All compensation, awards, damages, rights of action and proceeds, including interest thereon and/or the proceeds of any policies of insurance therefor, arising out of or relating to a (a) taking or damaging of the Premises or Improvements thereon by reason of any public or private improvement, condemnation proceeding (including change of grade), sale or transfer in lieu of condemnation, or fire, earthquake or other casualty, or (b) any injury to or decrease in the value of the Premises or the Improvements for any reason whatsoever.

3. Return premiums or other payments upon any insurance any time provided for the benefit of or naming Secured Party, and refunds or rebates of taxes or assessments on the Premises.

4. All written and oral leases and rental agreements (including extensions, renewals and subleases; all of the foregoing shall be referred to collectively herein as the "Leases") now or hereafter affecting the Premises including, without limitation, all rents, issues, profits and other revenues and income therefrom and from the renting, leasing or bailment of Improvements and equipment, all guaranties of tenants' performance under the Leases, and all rights and claims of any kind that Debtor may have against any tenant under the Leases or in connection with the termination or rejection of the Leases in a bankruptcy or insolvency proceeding.

5. Plans, specifications, contracts and agreements relating to the design or construction of the Improvements; Debtor's rights under any payment, performance, or other bond in connection with the design or construction of the Improvements; all landscaping and construction materials, supplies, and equipment used or to be used or consumed in connection with construction of the Improvements, whether stored on the Premises or at some other location; and contracts, agreements, and

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purchase orders with contractors, subcontractors, suppliers, and materialmen incidental to the design or construction of the Improvements.

6. All contracts, accounts (including, without limitation, all receipts arising from the operation of any hotel, motel or other lodging facility from time to time located on the Premises), rights, claims or causes of action pertaining to or affecting the Premises or the Improvements, including, without limitation, all options or contracts to acquire other property for use in connection with operation or development of the Premises or Improvements, management contracts, service or supply contracts, deposits, bank accounts, general intangibles (including without limitation trademarks, trade names and symbols), permits, licenses, franchises and certificates, and all commitments or agreements, now or hereafter in existence, intended by the obligor thereof to provide Debtor with proceeds to satisfy the loan evidenced hereby or improve the Premises or Improvements, and the right to receive all proceeds due under such commitments or agreements including refundable deposits and fees.

7. All equipment, furniture and fixtures used in connection with the operation of the Premises (including, without limitation, all hotel and motel fixtures, furniture, equipment, inventory and supplies, and all restaurant, bar and banquet and meeting room fixtures, furniture, equipment, inventory and supplies).

8. All books, records, surveys, reports and other documents related to the Premises, the Improvements, the Leases, or other items of collateral described herein.

9. All additions, accessions, replacements, substitutions, proceeds and products of the real and personal property, tangible and intangible, described herein.

All of the foregoing described collateral is exclusive of any inventory, supplies, furniture, furnishings or trade fixtures owned and supplied by tenants of the Premises, and leased items as set forth in the Mortgage.

FURTHER ENCUMBRANCE OF THE ABOVE COLLATERAL IS PROHIBITED.

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